

# Exhibit J

Table of Interest Charges

<b>The Daily Periodic Rate</b> used in determining your <b>Periodic FINANCE CHARGE</b> on Purchases, Cash Advances and previous billing cycle Purchases for the first 6 billing cycles following the opening of your Account (the "Intraday Period"), is a fixed rate of 0.0162%, corresponding to an <b>ANNUAL PERCENTAGE RATE</b> of 5.95%. Following the establishment of your Account, <b>Periodic FINANCE CHARGE</b> will be determined by the <b>Daily Periodic Rate</b> and the <b>Periodic FINANCE CHARGE</b> on Purchases, Cash Advances and previous billing cycle Purchases will be a fixed rate of 0.0356%, corresponding to an <b>ANNUAL PERCENTAGE RATE</b> of 12.99%.	
<b>Cash Advance FINANCE CHARGE</b>	2% of Cash Advance (with a minimum of \$10.00)
<b>Transaction FINANCE CHARGE</b>	2% of applicable transaction (with a minimum of \$10.00)
<b>Minimum FINANCE CHARGE</b> (If any Finance Charge is possible for a monthly billing cycle)	\$50
<b>Annual Membership Fee</b>	None
<b>Other Interest Charges:</b>	
Late Fee	\$20.00
Return Check Fee	\$20.00
Overlimit Fee	\$20.00
<b>Administrative Fees:</b>	
Duplicate of Merchant Sale Slip	\$5.00
Duplicate Copy of Monthly Billing Statement	\$5.00
Additional Credit Card (in excess of 2)	\$5.00

Your Billing Rights

Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Error or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at First USA Bank, P.O. Box 8650, Wilmington, Delaware 19899-8650. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the item and explain, if you can, why you believe there is an error.
- If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the part of your bill that is not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

# Cardmember Agreement

FIRST USA.

6/97

M-16014  
59R600-QCC

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## member Agreement

ment that establishes the terms of your Cardmember Account ("Account") with (including accounts opened with us through other banks that participate in First Card/Visa program and whose name may be on the face of your Card). Please and keep it for your records. You do not need to sign this Agreement, but please the back of your Card if you have not already done so. All extensions of credit in your Account are being made by First USA Bank in Wilmington, Delaware. Any rd or Account confirms your acceptance of the terms and conditions of this

Agreement. The words "you" and "your" refer to each person (jointly and one) who has applied for the Account and to each person who has responsible for the Account. The words "we", "us" and "ours" refer to First USA a banking corporation. "Card" refers to each MasterCard and/or Visa Card your Account. The Card must be retained or surrendered to us or our agent

amounts you may use your Card or Account to purchase or lease goods or amounts you owe, wherever the Card is honored ("Purchases"). You may also obtain cash loans ("Cash Advances") from any financial institution that. You agree to accept credits to your Account instead of cash refunds when chace was charged to your Account.

Convenience Checks" to which may be used to access your credit line. Use

ice Check will be treated as a "Purchase" in the amount of your check. Each

Check will contain your Account number and may be used only by the

e name(s) are printed on it. Each must be completed and signed by you (or in the same manner as a regular personal check). If we provide Convenience Checks, you may not use them to pay any amount you owe under your

Agreement or under any other credit agreement or account you have

1. Your Account: You authorize us to pay and charge your Account for all

1. You agree to pay for all purchases, Purchases and/or Cash Advances, as

agreed assessed on your Account and any other charges and fees which you may

the terms of this Agreement. You will be obligated to pay authorized charges to

whether resulting from (1) actual use of your Card or Convenience Checks, or telephone, computer or other electronic Purchases made without present-

(3) any other circumstance where you authorize a charge, or authorize some-

a charge to your Account. Each person who is included within the definition

above, is responsible to pay the full amount owed on the Account. We may

not charge you additional fees for asking another person(s) to pay all

be made in U.S. dollars. Any payment made by check will be negotiable

be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to all

amounts of applicable law, all payments made by you will be applied to the

Account in the manner we determine.

2. Your Credit Line: Your credit line is shown on the folder containing your Card,

change your credit line from time to time, your latest credit line will appear on

statement. You agree not to make a Purchase or obtain a Cash Advance as

the unpaid balance of your Account to exceed your credit line. We may hon-

or cash Advances in excess of your credit line at our sole discretion. If we do, it

is at your risk and you agree to pay the excess immediately if we do so. You agree that we may charge your credit line at any time and

your obligation to pay amounts that we owe under this Agreement. We may

only a portion of your credit line is available for Cash Advances. If we do and at limit, you will be considered to have exceeded your credit line for all

Cardmember Agreements. For security reasons, we may limit the number of

Purchase, Cash Advance and/or Convenience Check transactions that may

with your Card or Account, and we have the right to limit authorizations to

obtain Cash Advances if we consider it necessary to verify payments

to your Account.

3. Minimum Monthly Payment: We will send a statement at the end of each monthly billing cycle in

out your debt or credit balance of more than \$1.00 or if a Finance Charge

including other things, your monthly statement will show your New

Balance. Your monthly statement will show your New

Balance. The Minimum Monthly Payment for each billing cycle will be the greater

of (1) 2% of the New Balance, plus (2) any amount past due plus

any amount over your credit line at the time of billing. You may pay more

than your Minimum Monthly Payment and may at any time pay the full amount you owe us.

4. We figure a portion of the Finance Charge on your Account, the Periodic

Finance Charge, by applying the applicable Daily Periodic Rate for Purchases or

stated in (or determined in accordance with) the Table of Interest Charges set

be daily balances of Purchases and Cash Advances in your Account (including

for each day of the current billing cycle. We also apply the Daily Periodic

to the daily balance of Purchases itemized on your previous statement for

periods, then add up the results of these daily calculations to arrive

the Periodic Finance Charge. Purchases and Cash Advances are included in

as of the later of the transaction date or the beginning of the billing cycle in

posted to your Account (except that Convenience Checks are always included

your Account). However, you have a grace period for Purchases. This means

that you will not pay a periodic Finance Charge for the current billing cycle on current or previous billing cycle Purchases if you paid in full the New Balance, if any, shown on your previous statement by the Payment Due Date shown on that statement (or if your New Balance was zero or a credit amount).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are determined as follows: (except that Purchase balances will be subject to the grace period described above):

1. Current Cycle Purchases and Cash Advances. To get the separate daily balances of Purchases and Cash Advances for the current billing cycle, we take the separate beginning balance of Purchases and Cash Advances as of the previous day, and separately add any new Purchases (including fees that are treated as Purchases or Cash Advances) and any periodic Finance Charges calculated on the previous day's balance of Purchases or Cash Advances. We then subtract any payments or credits posted as of that day that are allocable to your Purchase balance or Cash Advance balance. This gives us the separate daily balances for Purchases and Cash Advances.

2. Previous Cycle Purchases. To get the daily balances of previous billing cycle

Purchases, we take the beginning balance of Purchases in your Account each day of the

previous billing cycle and add any new previous billing cycle Purchases (including fees that were treated as Purchases) and the amount of any periodic Finance Charge calculated on the previous day's balance of Purchases. We then subtract any payments or credits posted as of that day that were allocable to previous billing cycle Purchases. This gives us the daily balance of Purchases for the previous cycle. However, the daily balance for previous billing cycle Purchases is considered to be zero for each day of the previous billing cycle if a periodic Finance Charge was already imposed on Purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balance to which the special offers apply. These separate balances and the related periodic Finance Charges will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

If you use your Card or Account to purchase money orders, wire transfers or if you use a Convenience Check, we will charge you a one-time Transaction FINANCE CHARGE for each such Purchase or check usage in the amount stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES on Purchases, Cash Advances and previous cycle Purchases plus any Cash Advance FINANCE CHARGES and any Transaction FINANCE CHARGES, except that a Minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges will be payable if any Finance Charge is due for a monthly billing cycle.

This Agreement provides for the compounding of Finance Charges (interest).

Other Interest Charges: In addition to the Finance Charge discussed above, the following interest charges will be applicable to your Account:

Annual Membership Fee — You agree to pay us when billed each year (subject to applicable federal law) a non-refundable Annual Membership Fee in the amount set forth in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

Late Fee — If we do not receive a payment from you at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we will charge you a late payment fee in the amount set forth in the Table of Interest Charges. You will only be charged one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

Return Check Fee — If your bank does not honor the check you gave us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return check fee in the amount set forth in the Table of Interest Charges.

Overlimit Fee — We have the right to charge an Overlimit Fee in the amount set forth in the Table of Interest Charges: (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; or (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

Administrative Fees — If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified on the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights" on the back panel), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return check, overlimit or administrative fee will be added to your Account and treated as a Purchase.

Default/Collection Costs: Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become

incapacitated; or (6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses incurred by us in the collection of amounts due under this Agreement (including attorney fees, costs for a collection agency to which we refer your Account) and, in the event we refer your Account to a collection agency, we will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

Termination: We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us your Cards and Convenience Checks previously issued on the Account. If you call us, we will require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement or your liability for all charges passed to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

Notices: We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may in our discretion accept address corrections from the United States Postal Service.

Foreign Currency Transactions: Transactions in foreign currencies will be converted to U.S. Dollars and posted to your Account at the exchange rate determined by MasterCard or VISA (or their affiliates), using their then current currency conversion procedures and charges. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion, increased by the applicable conversion charge determined by MasterCard or VISA. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Ship/Promotional Features: From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

Amendments: We can amend the terms of this Agreement at any time. We will notify you of what changes we make and the date the changes take effect. Any amendment to this Agreement will become effective at the date indicated in our notice. If you do not agree to the specific terms of this Agreement, we will apply to all outstanding unpaid indebtedness in your Account as well as new transactions.

Credit Information: You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and/or question and request from) others, such as merchants and credit reporting agencies.

Phone Calls: In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

Refusal To Honor Card: We are not responsible for refusals to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

Irregular Payments And Delay In Enforcement: We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may not timely honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

Liability For Unauthorized Use Of Your Account: If your Card or Convenience Checks are lost or stolen, if you are afraid someone may use your Account without your permission, you may provide us with a written notice to us to cancel your Card or Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank by calling us at P.O. Box 850, Wilmington, DE 19899-0850, or verbally by calling us at (302) 594-8200 or 1-800-955-9900, or the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is \$50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Assignments: We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all our rights under this Agreement, to the extent assigned.

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE, AND, AS APPLICABLE, FEDERAL LAW.

Inquiries Or Questions: You may address any inquiries or questions which you have about your Account in: First USA Bank, P.O. Box 850, Wilmington, Delaware 19899-0850. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights" on the back panel).

reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators as follows:

American Arbitration Association, 355 Madison Avenue, Flr 10, New York, NY 10010-6005, Web site: www.adr.org, 800-778-7873; or

National Arbitration Forum, P.O. Box 501911, Minneapolis, MN 55455, Web site: www.adrforum-forum.com, 800-274-2321.

**Procedures and Law Applicable in Arbitration.** A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years experience, or a retired former judge. The arbitration will be conducted under the specific procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FA and applicable statutes of limitations, and will choose a privilege recognized at law. You may choose to have hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damage or other relief provided for under applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. If the law authorizes such relief, the arbitrator may award punitive damages or attorney fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. The arbitrator will provide a statement of the reasons for the award.

**Costs.** We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any fees of the arbitrator and the arbitration administrator for the first two days of the hearing. The payment of any such hearing fees by us will be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing

**fees and other fees if the arbitration administrator or arbitrator determines there is a good reason to do so or we ask us and we determine there is a good cause for doing so. Each party will bear the expense of the fees and costs of that party's attorney, experts, witnesses, documents and other expenses, regardless of which party prevails, or arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.**

**Enforcement, Finality, Appeals.** Failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel selected by the same arbitration organization. The panel will recast all factual and legal issues above, follow the same rules that apply to proceeding using a single arbitrator, and make decisions based on the rule of the majority. Each party will bear their own legal costs and expenses for any appeal, but a party may recover any or all legal costs and expenses from another party, if the majority of the panel of arbitrators, applying applicable law, so demands. An award in arbitration will be enforceable as provided by the FA or state applicable law by any court having jurisdiction. **Severability.** This Arbitration Agreement shall survive, (i) termination or changes in the Cardmember Agreement, the account and the relationship between you and us concerning the account, such as the issuing of a new account number or the transferring of the balance in the account to another account; (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf; and (iii) payment of the debt in full by you to a third party; if any of these arbitration agreements are held invalid or unenforceable, the remaining portions shall nevertheless remain in force.

**4. DEFAULT/COLLECTION:** The following is added to the next to last paragraph of the section entitled "Default/Collection":  
We also require you to pay interest at the rate of two percent (2%) a month on any unpaid balance when we deem your account to be six or more than 30 days past due.

**5. USING YOUR ACCOUNT:** The following is added at the end of the section entitled "Using Your Account":

You promise to use your account for valid and lawful transactions.

For example, internet gambling may be illegal in some places. It is not our responsibility to make sure that you use your account only for permissible transactions, and you will remain responsible for paying for a transaction even if it is not permissible.

If you have questions about these changes, you can call us at the number on the back of your card.  
This notice informs you of changes to our Cardmember Agreement.  
Please keep it with your original Cardmember Agreement.

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**IMPORTANT NOTICE FOR  
CREDIT CARD CUSTOMERS ABOUT CHANGES TO  
YOUR CARDMEMBER AGREEMENT—  
PLEASE READ AND RETAIN FOR YOUR RECORDS**

Dear Cardmember:  
As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your credit card account.

Periodically, we may change various terms and conditions associated with your account. We share this information with you in the form of a Change in Terms disclosure. The change will be effective the first day of the billing cycle that includes June 1, 2005, except for the minimum payment section which will be effective the first day of your billing cycle that includes June 1, 2005. We hope that you do the same when you view this information. Please keep this notice with your Cardmember Agreement for future reference.

Thank you for the opportunity to serve your credit needs. We look forward to serving those needs in the future.

**SUMMARY OF CHANGES:**

The changes to your Cardmember Agreement will take effect on the first day of your billing cycle that includes June 1, 2005, except for the minimum payment section which will take effect as early as the first day of your billing cycle that includes April 1, 2005. We have summarized below some of these changes. For complete details about all changes, please read the entire Amendment. The terms described in this Notice that are already in effect on your account will continue to apply.

**International Transactions:**

The foreign currency transaction section which will take effect as early as the first day of your billing cycle that includes April 1, 2005. We have summarized below some of these changes. For complete details about all changes, please read the entire Amendment. The terms described in this Notice that are already in effect on your account will continue to apply.

**Minimum Payment:**

The minimum payment calculation will be revised to permit the addition of certain fees and finance charges as part of the minimum payment.

**Arbitration:**

The arbitration agreement section provides that arbitration is at the choice of either party, provides for the advancement to the cardholder costs to file an arbitration, permits a right of appeal to either party and contains a note differences from your existing arbitration section. Please review the entire arbitration agreement section to fully understand the differences.

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Cell #: ?

Creative Pkg.Apt05 BankOneRep  
Mail Date: ?

Last Edit Time: 3/8/05 1:48:17 PM  
Current Time: 3/8/05 1:48:20 PM  
User name: sysmant\*  
Page width: 13.625 in  
Page height: 6.875 in  
Fonts: ZurichtBf, ZurichtC, ZurichtB, ZurichtC, ZurichtBf, ZurichtC  
Colors on this page/spread:  
Black  
Important: Colors will not be listed accurately if images are missing.

Images:



applicable in arbitration portion of this section is revised to read: "The arbitrator will apply the applicable substantive law of the State of Delaware consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law." Also, the third sentence of the Enforcement, finality, appeals portion of this section is amended to read: "The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization."

#### LATE FEES

If the late fee on your account is based on a balance, we will calculate the fee using the total account balance as of the date the late fee is charged to the account, which can be as early as the payment due date. We are not changing the amount(s) of the late fee itself or the balance levels that determine which late fee amount applies. The Late Fee portion of your OTHER FEES AND CHARGES/OTHER INTEREST CHARGES section of your Agreement is amended to read:

**Late Fee.** If we do not receive at least the required minimum payment by the date and time it is due for any billing cycle, we may charge the late fee shown in the Rates and Fees Table/Table of Interest Charges. If the late fee is based on a balance, we calculate the late fee using the total account balance as of the date the late fee is charged to your account. The date the late fee is charged to your account is the fee transaction date, and may be as early as the payment due date for the late payment.

Any other references in your Agreement to any balance we use to calculate a Late Fee that is based on a balance, including in the Rates and Fees Table/Table of Interest Charges, is amended so that the applicable balance means "the total account balance as of the date the late fee is charged to your account."

## IMPORTANT NOTICE OF CHANGE IN TERMS

This Change in Terms notice contains the details of changes to your Cardmember Agreement ("Agreement"). These changes apply automatically to current and future balances on your account, and are effective immediately. However, the change affecting late fees that are based on a balance is effective with the first day of your billing cycle that includes December 20, 2007. Please note, we are not changing the amount(s) of the late fee itself.

If you were previously notified of any of the changes described in this notice and they are already in effect on your account, those terms continue to apply. Any other terms on your account not described in this notice also continue to apply.

Please read the enclosed information, and keep this notice for your records.

## AMENDMENTS TO YOUR AGREEMENT

### MINIMUM PAYMENT

The second paragraph of the section titled **Minimum Payment** is amended to remove overlimit fees (if applicable) from your required minimum payment. This paragraph as amended will read as follows:

Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$0.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the largest of the following: \$10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line.

For World MasterCard or Visa Signature accounts, the last line in the paragraph above reads instead as "As part of the minimum payment due, we also add any amount past due and any amount over your credit access line."

### DAILY PERIODIC RATE

Your Agreement may contain a sentence in the section titled **Daily Periodic Rates and Annual Percentage Rates** or similar section, which describes how we determine the daily periodic rate used to calculate periodic finance charges. That sentence is amended to read: "To get the daily periodic rate we divide the APR by 365."

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Segment: 0907\_Portfolio  
Campaign: Privacy 2007  
Cell #: N/A

WR #: 93477  
Partner: Chase

Creative Pkg: Insert  
Mail Date: 1/1/08

User Name: Eckenrode, Stephen (Card Services)

Previous User: mbs21

Workstation: WWL12093

Date Created: 7/20/07 - 3:40 PM

Current Time: 7/30/07 - 3:56 PM

Last Saved: 7/30/07 - 3:56 PM

Template Name: X7

Font: B Helvetica Bold Helvetica, Univers 55

Units: 37 Condensed, Univers 55 Bold, Univers 67

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**VARIABLE RATES**

The following is added to the section titled **Variable Rates**, after the description of *The Wall Street Journal/Prime Rate* variable rate index that is used to calculate variable interest rates on your account: "The Prime Rate is merely a pricing index. It is not the lowest or the best interest rate available to a borrower at any particular bank at any given time."

**FINANCE CHARGE CALCULATION**

If your Agreement had the Two-Cycle Average Daily Balance method we used to calculate finance charges on purchase balances, that method has been replaced with the Average Daily Balance Method (including New Transactions). Under the new method, we compute interest on purchase balances only for each current billing cycle. The section titled **Finance Charge Calculation** or **PERIODIC FINANCE CHARGE CALCULATION** is amended to read:

**Finance Charge Calculation — Average Daily Balance Method (Including New Transactions):** We calculate periodic finance charges separately for each balance associated with a different category of transactions (for example, purchases, balance transfers, balance transfer checks, cash advances, cash advance checks, overdraft advances, and each promotion). These calculations may combine different categories with the same daily periodic rates. This is how it works:

We calculate periodic finance charges for purchases, balance transfers, balance transfer checks, cash advances, cash advance checks, and overdraft advances by multiplying the daily balance for each of those categories by the daily periodic rate for each of those categories, each day. You may have overdraft advances only if you have linked this account to a checking account with one of our related banks. We calculate the periodic finance charges for purchases, balance transfers, balance transfer checks, cash advances, and cash advance checks subject to a promotional rate the same way, but we use the promotional rate.

To get the daily balance for each day for each category:

- We take the beginning balance for that day.

• We add to that balance any new transactions, fees, other charges, and debit adjustments that apply to that category. We add a new purchase, cash advance, balance transfer or overdraft advance, if applicable, to the daily balance as of the transaction date, or a later date of our choice. We add a new

cash advance check or balance transfer check to the daily balance as of the date the cash advance check or balance transfer check is deposited by a payee, or a later date of our choice.

- We subtract from that balance any payments, credits, or credit adjustments that apply to that category and that are credited as of that day.
- We treat a credit balance as a balance of zero.

To get the beginning balance for each category for the next day, we add the daily periodic finance charge to the daily balance. If more than one daily periodic rate could apply to a category because the rate for the category may vary based on the amount of its average daily balance, we will use the daily periodic rate that applies for the average daily balance amount at the end of the billing cycle to calculate the daily periodic finance charge each day. This agreement provides for daily compounding of finance charges.

To get the total periodic finance charge for the billing cycle, we add all of the daily periodic finance charges for each category for each day during that billing cycle. However, if any periodic finance charge is due, we will charge you at least the minimum periodic finance charge stated in the **Rates and Fees Table**. If it is necessary to add an additional amount to reach the minimum finance charge, we add that amount to the balance for purchases made during the billing cycle.

The total finance charge on your account for a billing cycle will be the sum of the periodic finance charges plus any transaction fee finance charges.

For each category we calculate an average daily balance (including new transactions) for the billing cycle by adding all your daily balances and dividing that amount by the number of days in the billing cycle. If you multiply the average daily balance for a category by the applicable daily periodic rate, and multiply the result by the number of days in the billing cycle, the total will equal the periodic finance charges for that balance attributable to that billing cycle, except for minor variations due to rounding.

Note that this amendment does not change the APRs in your **Rates and Fees Table** of Interest Charges or the grace period for new purchases on your account, which remain in full force and effect.

**ARBITRATION**

The section titled **Arbitration Agreement** is amended to clarify the state law applied by an arbitrator, and the size of the arbitration panel for an appeal of an arbitration decision. The fifth sentence of the **Procedures and law**

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Segment: 0907\_Portfolio

Campaign: Privacy 2007

Cell #: N/A

WR #: 93477

Partner: Chase

Creative Pkg: Insert

Mail Date: 7/17/07

User Name: Edemoto, Stephen (Card Services)

Previous User: m1520

Workstation: WML121093

Date Created: 7/20/07 - 5:40 PM

Current Time: 7/30/07 - 3:56 PM

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## Cardmember Agreement

### AGREEMENT ACCEPTANCE AND AMENDMENTS

**Acceptance:** This Cardmember Agreement (the "Agreement") is effective February 22, 2010. This Agreement or any portion of it could become effective on an earlier date because of new federal law. This Agreement incorporates by reference all of the numerical rates and fees (including those set forth in your previous Rates and Fees Table as it may have been amended or superseded) that are applicable to your account ("Account") as of February 22, 2010 (or such earlier date that this Agreement or any portion of it becomes effective). Your revised Cardmember Agreement also incorporates by reference any promotional program terms set forth in your previous Rates and Fees Table. This Agreement governs your credit card Account. You promise to pay for all transactions, interest charges and fees assessed on your Account, and any past due amounts. The words "we," "us" and "our" mean Chase Bank USA, N.A., which is the issuer of your credit card and lender for your Account. The words "you," "your," and "yours" mean everyone responsible for this Account, including the person who applied for the Account and the person to whom we provide the billing statements. The word "card" means each card or other access device, such as Account numbers, that we give you to use your Account.

**Amendments:** We have the right to change the terms of this Agreement for any reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the Minimum Payment and other terms. We can add a new provision without regard to whether the provision deals with a matter already addressed by this Agreement.

In certain circumstances, we are required by law to notify you of changes to the terms of this Agreement, and in other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that.

In some circumstances, APRs or other aspects of your Account may change even though the terms of the Account do not change, for example when the Prime Rate changes or the Penalty APR becomes applicable. See the Penalty APR section about our right to increase APRs on outstanding balances and/or future transactions for events of default including late payment.

### USING YOUR ACCOUNT

Your Account is to be used only for personal, family or household purposes. You promise that you will not allow your Account to be used for Internet gambling, and you will not use it for any unlawful purposes or transactions, including check kiting.

**Authorized Users:** If you let anyone use your Account, that person is an authorized user. You may request another card for each authorized user. If you do, this Account may appear on the authorized user's credit report. You are responsible for all use of your Account including charges by authorized users. You must tell us if you want to stop an authorized user from using your Account. If you do, we may close the Account and issue a new card(s) with a different Account number. It is your responsibility to get any cards, checks or any other means of access to your Account from the authorized user and destroy them or return them to us upon request.

**Billing Cycles/Statements:** Your Account will have time periods called "billing cycles" or "billing periods." Each billing cycle is about one month in length. We will provide a billing statement each month one is required by applicable law.

**Credit Line:** We also call this a credit limit. We will assign a credit line to your Account. Your statement will show the amount of your credit line as of the date of the statement. If your Account goes overlimit, you must repay the overlimit amount when it is billed on your monthly billing statement, or sooner if we ask you to. We may, but are not obliged to, allow your Account to go over its credit line. We may change or cancel your credit line without telling you ahead of time. If we do, it will not excuse you from your obligations to pay us. We may restrict the extent to which your credit line can be used for different types of transactions (for example, purchases, balance transfers and/or cash advances) such as by limiting the dollar amount or number of or time period available for any such transactions, and we may completely prohibit use of your credit line for particular types of transactions.

**Lost or Stolen Cards, Checks or Account Numbers:** If you lose or someone steals your card or any other means to access your Account, or if you think someone has used your Account without your permission, you must tell us immediately. Call the Cardmember Service telephone number on your card or billing statement. Do not use your Account after you notify us. We may end your credit privileges and close your Account if we consider it appropriate. You agree to provide us information to help us find out what happened.

### TYPES OF TRANSACTIONS AND AUTHORIZATIONS

**Purchases:** You may use your card to pay for goods or services.

**Balance Transfers:** In our discretion, we may allow you to transfer balances from other accounts or loans from other credit card companies, other lenders or other balance transfers we may allow, using balance transfer checks we provide or our website, or by calling us to make the transfer on your behalf. Those uses are "balance transfers". You are not authorized to transfer balances to this Account from other accounts or loans with us or any of our related companies. If you request a balance transfer but do not have enough available credit, we may transfer only a part of the requested amount.

**Cash Advances:** You may use your card to get cash from automatic teller machines or from banks that accept the card, or by using cash advance checks we may provide. Also, we will treat as cash advances any balance transfer checks made payable to cash, you or other payees we disclose to you. All the following uses of your Account will be treated as "cash advances": purchasing travelers checks, foreign currency, money orders, wire transfers or similar cash-like transactions; purchasing lottery tickets, casino gaming chips, race track wagers or similar betting transactions; and making a payment using a third party service.

**Types of Checks/Refusal to Pay Checks:** Each balance transfer check or cash advance check you write is your request for funds. We may also call them a check or an access check. The check must be signed by the person whose name is printed on it. When we receive an access check for payment, we may review your Account to decide whether to pay that check. We have the right not to pay a check for any reason, including but not limited to the following examples:

- We or one of our related companies is the payee on the check.
- The check is post-dated. If a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible.
- You have used the check after the date specified on it.
- You are in default (including exceeding your credit line) or would be if we paid the check.

**Overdraft Advances:** You may link this Account to cover overdrafts on a checking account with one of our related banks. The terms of this Agreement and your checking account agreement will apply.

**Promotions:** We may make special offers for you to use your Account. If we do, we will tell you how those offers will work and how long they will last. Any special offer is subject to the terms of this Agreement, unless we explain otherwise in the offer.

**Refusal to Authorize Transactions:** We may decline any transaction on your Account for any of the following reasons:

- operational matters,
- your Account is in default (including exceeding your credit line),
- suspected fraudulent or unlawful activity, or
- any other reason we choose.

We are not responsible for any losses if a transaction on your Account is declined for any reason, either by us or a third party.

## PAYMENTS

**Minimum Payment:** You must make your Minimum Payment in a way that we receive it by the time and date it is due. You may make payments greater than your required Minimum Payment. This will reduce the interest charges that are added to your Account.

Your Minimum Payment will ordinarily be the largest of:

- \$[VAR2] (or total amount you owe if less than \$[VAR2]); or
- [VAR3]% of the New Balance; or
- the sum of 1% of the New Balance, the periodic interest charges and late fees we have billed you on the statement for which your Minimum Payment is calculated.

As part of the Minimum Payment, we will also add any amount past due and we reserve the right to add any amounts in excess of your credit line. Even if the Minimum Payment does not include amounts in excess of your credit line, you must pay such amounts when billed on your monthly statement or sooner if we ask you to.

Except for Blueprint payment plans that may be offered to you, if you have agreed to the terms of a promotional financing transaction with a specific fixed payment, that amount will be added to and become part of your required Minimum Payment.

**Payment Instructions:** You agree to pay us amounts you owe in U.S. dollars. You must use a check, money order or electronic debit drawn on a US bank or a foreign bank branch in the U.S. We will not accept cash payments through the mail. When we receive or apply a payment, we might not restore your available credit by that amount for up to 15 days.

For mailed payments, your billing statement and the envelope it comes in give you instructions about how, when and where to make your payments. You must follow these instructions. Your payment will not be credited to your Account before we receive it at the address we specify for receipt of payments and in accordance with the payment instructions.

If you make a payment marked as paid in full or indicate that it is to pay all amounts you owe us, you must send that payment to the special address on the back of your statement. That address is called the "Conditional Payments" address. We may accept a conditional payment and not agree that it pays all amounts you owe on your Account. Also, we may return a conditional payment to you and you will still owe us the amount of the payment or any other amounts owed on your Account.

You authorize us to collect any payment check either electronically or by draft. We can collect your payment checks electronically by sending the check number, check amount, account and routing numbers to your bank. Or we can collect these checks by sending a draft drawn on your bank account. Funds may be taken from your bank account on the same day we receive your payment. We will not keep your original check, just a copy of it.

You may use our optional services to make payments electronically through our website, our automated telephone service or our Customer Service advisors, or using our Autopay feature. We will provide the terms for these payment services before you use them.

**Payment Crediting/Allocation:** We will apply payments equal to or less than the required Minimum Payment amount and any credits to balances on your Account in a way that is most favorable to or convenient to us. Generally, and except as required by law, we will credit payments over the required Minimum Payment to balances with the highest APR first. We will then credit payments to lower rate balances in descending order of APRs. The manner in which we apply any payment to your Account balances may affect the amount of any payment applied to introductory or promotional financing balances. This may also affect the amount of any payment to be made under a Blueprint payment plan that may be offered to you.

**Credit Balances:** You may request a refund of any credit balance at any time. Otherwise, we will apply it to any new charges on your Account or provide the refund to you as required by law.

**Automatic Charges:** You may allow others to automatically charge repeat transactions to your Account. You will be responsible for making new arrangements to make those payments if they are stopped for any reason such as:

- your Account is closed or suspended, or
- your Account number changes.

## PERIODIC INTEREST CHARGES

**Daily Interest Rates and Annual Percentage Rates:** To get the daily interest rate we divide the APR by 365. APRs are either introductory, promotional, standard or Penalty APRs.

**Periodic Interest Charge Calculation—Daily Balance Method (including current transactions):** We figure periodic interest charges for each billing cycle.

- We begin with each existing balance for each type of transaction (for example, purchases, balance transfers, cash advances, overdraft advances, and each promotion). We may combine different transaction types with the same daily interest rates.
- We figure the "daily balance" for each transaction type. We take the beginning balance for each day. We add any periodic interest charge from the prior day's daily balance. This results in daily compounding of interest charges. We then add any new transactions or other debits (including fees and unpaid interest charges), and subtract any payments or credits. We treat any net credit balance as a zero balance. This gives us the daily balances for each type of transaction.
- We figure the periodic interest charges on your Account by multiplying the daily interest rate by the "daily balance" of your Account for each transaction type, each day in the billing cycle.
- The total periodic interest charges for the billing cycle are the sum of the daily periodic interest charges for each transaction type for each day during that billing cycle. If any periodic interest charge is due, we will charge you at least the minimum interest charge, plus any other finance charges (for example, transaction fees).

We add a new purchase, cash advance, balance transfer or overdraft advance, if applicable, to the daily balance on the date of the transaction, or a later date of our choice. We add a new cash advance check or balance transfer check to the daily balance on the date the payee deposits the check or a later date of our choice. We add fees either on the date of a related transaction, the date they are posted to your Account, or the last day of the billing cycle, whichever we may choose.

For each transaction type we calculate a Balance Subject to Interest Rate for the billing cycle by adding all your daily balances and dividing that amount by the number of days in the billing cycle. We may use mathematical formulas that produce equivalent results to calculate the Balance Subject to Interest Rate, periodic interest charges and related amounts.

**Paying Interest:** We begin assessing periodic interest charges on a transaction, fee, or interest charge from the date it is added to your daily balance as described in this Agreement until your Account is paid in full. Your due date will be a minimum of 21 days following the close of each billing cycle. You can avoid periodic interest charges on new purchases when they are first billed to a statement, as described below, but not on cash advances, balance transfers or overdraft advances.

If you receive a current monthly statement that includes new purchases, and then make a payment that we receive by the date and time the Minimum Payment is due for that statement, we will not charge periodic interest on any portion of the new purchases on that statement that we allocate such payment to, so long as your current statement also shows that we received payment of the ending balance for your previous month's statement by the date and time its Minimum Payment was due or that the ending balance for your previous month's statement was zero. If you have a balance other than a purchase balance and the other balance carries a higher periodic interest rate, you may not be able to avoid periodic interest charges on new purchases if you do not pay your balance in full each month, because we generally allocate payments first to the balance with the highest periodic interest rate.

**Penalty APR:** The Penalty APR will be applicable to your Account if you:

- fail to make any Minimum Payment by the date and time due (late payment);
- exceed your credit line;
- make a payment to us that is returned unpaid; or
- do any of the above on another account or loan you have with us or any of our related companies.

Before we apply the Penalty APR on any type of transaction or balance, we will provide you any notice required by law in advance that tells you which future transactions and/or outstanding balances are subject to the Penalty APR and when the APRs will increase. If we do not increase your APRs to the Penalty APR when any of these events occur, we reserve our right to increase your APRs to the Penalty APR if any of these events occur in the future.

If your APRs are increased on any type of transaction for any of the reasons above, the Penalty APR will be applicable indefinitely to future transactions of that type that occur more than 14 days after we provide you notice about the APR increase.

If we do not receive any Minimum Payment within 60 days of the date and time due, the Penalty APR will be applicable to all outstanding balances and future transactions on your Account. However, if we receive six consecutive Minimum Payments by the date and time due beginning with the first payment due after the effective date of the increase, we will stop applying the Penalty APR to transactions that occurred prior to or within 14 days after we provided you notice about the APR increase. For balances that we stop applying the Penalty APR to, we will apply APRs that would have applied at that date if the Penalty APR had never been applicable.

See the Amendments section about our rights to increase APRs and make other changes to your Account for any reason.

**Variable Rates:** When you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published in *The Wall Street Journal* two business days before the Closing Date shown on your billing statement. The "Prime Rate" is the highest (U.S.) Prime Rate published in the Money Rates section of *The Wall Street Journal*. A "business day" is any day that is not a weekend or federal holiday. The APR will change if the Prime Rate changes. The new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher Minimum Payment. The Prime Rate is simply a pricing index and is not the lowest interest rate available. If *The Wall Street Journal* stops publishing the Prime Rate, we will select a similar reference rate.

#### OTHER FEES AND CHARGES

We may charge the following fees. Transaction fees are added to the related balance for the type of transaction. All other fees are added to the balance for purchases.

**Annual Membership Fee:** If your Account has an annual fee or similar charge, it will be billed each year or in installments whether or not you use your Account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your Account within 30 days of our providing the statement on which the annual fee is billed and at the same time, you pay your outstanding balance in full. Your payment of the annual fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your Account relationship.

**Foreign Transactions/Fees:** A Foreign Transaction fee is a fee which will be applied to transactions that take place outside of the United States, even if the currency used is U.S. Dollars. If a transaction is in a foreign currency, Visa International or MasterCard International will convert the transaction into U.S. dollars by using their own currency conversion procedures. The exchange rate will be determined in one of two ways. Either the rate will come from the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used may differ from the rate on the date of your transaction.

We may charge a Foreign Transaction fee that is a percentage of the U.S. Dollar amount of any foreign transaction as provided to us from Visa or MasterCard. These Foreign Transaction fees are finance charges. The same process and charges will apply again if any Foreign Transaction is reversed.

**Late Fee:** We may charge a late fee if we do not receive at least the required Minimum Payment for any billing cycle by the date and time it is due. If the amount of the late fee is based on a balance, we will use the total Account balance

at the end of the day that the late fee is charged to calculate the fee. This date may be as early as the due date for the late payment.

**Minimum Interest Charge:** We may charge no less than the minimum interest charge if any periodic interest charge is due for a billing cycle.

**Overlimit Fee:** If you agree to allow us to charge overlimit fees, we may charge such a fee to the extent allowed by law when your Account goes overlimit. We may charge this fee even though your balance is over the credit line because of a transaction we allowed. You have the right to withdraw your consent to our charging the overlimit fee at any time. If you do so, we will stop charging you the fee.

**Return Check Fee:** We may charge a return check fee if:

- we stop payment on a cash advance check or balance transfer check at your request, or
- we refuse to pay a cash advance check or balance transfer check.

**Return Payment Fee:** We may charge a return payment fee if:

- your payment check or other type of payment is not honored,
- an automatic debit or other electronic payment is returned unpaid, or
- you did not sign your payment check or it cannot be processed.

**Service Fees:** We may charge fees if you request a copy of a billing statement, sales draft or other record of your Account, or if you request two or more cards or any special services (for example, obtaining cards on an expedited basis). However, we will not charge fees for copies of documents requested for a billing dispute. Service fees may change from time to time. We will inform you of the fee in effect prior to when the applicable service is provided.

**Transaction Fees for Balance Transfers and Cash Advances:** We may charge you transaction fees for balance transfers and cash advances. These transaction fees are finance charges and are added to the balance for the applicable category of balance transfers or cash advances as of the date of that transaction.

#### DEFAULT/COLLECTION

Your Account may be in a default if any of the following applies:

- we do not receive at least the Minimum Payment by the date and time due as shown on your billing statement.
- you exceed your credit line.
- you fail to comply with the terms of this Agreement or any other agreement with us or one of our related companies.
- we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time.
- you file for bankruptcy.
- you become incapacitated or die.

If your Account is in default, we may close your Account without notice and require you to pay your unpaid balance immediately. To the extent permitted by law, if you are in default because you have failed to pay us, you will pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this Agreement.

#### CLOSING/SUSPENDING YOUR ACCOUNT

You may close your Account at any time. We may require you to provide a closure request in writing. Except as required by applicable law, we may close your Account or suspend your credit privileges or any feature on your Account at any time for any reason, including Account inactivity, without notice. If we close your Account or suspend your credit privileges or any feature, we will not be liable to you for any consequences that result. If you or we close your Account, you and any authorized users must stop using your Account immediately and destroy all cards, checks or other means to access your Account or return them to us upon request. You will continue to be responsible for charges to your Account according to the terms of this Agreement.

#### CREDIT INFORMATION

We may review your credit history by obtaining information from credit reporting agencies and others. We may report information about you and your Account to credit reporting agencies. If you request additional cards on your Account for others, we may report Account information in your name as well as in the names of those other people. If you think we have reported information to a credit reporting agency that is not correct, you may write to us using the Cardmember Service address listed on your billing statement. Please include your name,

address, Account number, telephone number and a brief description of the problem and a copy of the credit reporting agency report if you have it. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone.

#### **COMMUNICATIONS/CHANGE OF INFORMATION**

We can provide cards, billing statements and other communications to you at any mailing address or email address shown in our records. If you change your contact information such as any mailing address, telephone number or email address, you must notify us immediately in writing at the address shown on your billing statement. Telephone numbers you provide include those you give us and/or those we obtain from caller ID processes. We may obtain telephone number, mailing address and e-mail address information from you or third parties, and we may accept mailing address corrections from the United States Postal Service.

If more than one person is responsible for this Account, we can provide billing statements and communications to any of you. Notice to one of you will be considered notice to all of you. You all will remain obligated on the Account. You agree to pay any fee(s) or charge(s) for incoming communications from us, and/or outgoing communications to us, without reimbursement from us.

You authorize us, or anyone acting on our behalf, to call or send a text message to any number you provide or to any number where we reasonably believe we can contact you. These include calls to mobile, cellular, or similar devices, and calls using automatic telephone dialing systems and/or prerecorded messages. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your Account; collecting on your Account; and providing you information about products and services.

#### **TELEPHONE MONITORING AND RECORDING**

We and our agents may listen to and record your telephone calls with us. You agree that we and our agents may do so, whether you or we initiate the telephone call.

#### **ENFORCING THIS AGREEMENT**

We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. If any of the terms of this Agreement are found to be unenforceable, all other terms will remain in full force.

#### **ASSIGNMENT**

We may assign your Account, any amounts you owe us, or any of our rights and obligations under this Agreement to a third party. The assignee will be entitled to any of our rights that we assign to that person.

#### **GOVERNING LAW**

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

#### **FOR INFORMATION**

Please call the Cardmember Service telephone number on your card or billing statement if you have any questions about your Account or this Agreement.

#### **YOUR BILLING RIGHTS: Keep this Document for Future Use**

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

#### **WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT**

If you think there is an error on your statement, write to us on a separate sheet at the Cardmember Service address shown on your billing statement.

In your letter, give us the following information:

- **Account information:** Your name and Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### **WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### **YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing on a separate sheet at the Cardmember Service address shown on your billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

The following describes separate terms for Blueprint payment plans we may offer you, and are not part of your Cardmember Agreement.

**PAYMENT OFFER — FINISH IT<sup>SM</sup> AND SPLIT<sup>SM</sup>**

This Section explains our Finish It and Split plans, which apply if offered to you and you accept it.

Finish It lets you select a portion of your balance. Split lets you select a specific purchase. For both, you can establish payments to pay off ahead of your regular schedule. We call both these features your Plan.

The amount of the payments you establish under your "Plan Payment" will be shown on your monthly statement. It is separate from your required Minimum Payment.

Your Plan Payment will be included in your "Blueprint Payment". This will also be shown on your monthly statement. The Blueprint Payment also includes your required Minimum Payment amount. The actual required Minimum Payment will be shown on your monthly statement. Making your full Blueprint Payment will satisfy your required Minimum Payment.

These Plans are optional features of your Account. You must make your required Minimum Payment by its due date. However, not making your Blueprint Payment will not put your Account in default. If you do not pay enough to satisfy at least your required Minimum Payment, your Account will be in default. Then, we may take any of the actions explained in this Agreement.

Interest Charges associated with your Plan Balance(s) will be figured the same way as those for the category of balance from which you selected your Plan Balance(s).

Even if you make your required Minimum Payment, we will remove your Plan from your Account if you do not make at least half of your Plan Payment (a) for 3 months in a row or (b) for any 3 months in a rolling 6 month period. Also, if you ask us to, we will remove the Plan from your Account. If your Account is in default, the Plan may be removed from your Account.

If a Plan is removed from your Account, your Plan Balances(s) will move to the category of balances from which you selected your Plan Balance(s). They will be treated as those balances for all purposes.

If there are balances on your Account with a higher Annual Percentage Rate than your Plan Balances, generally we will credit payments over the required Minimum Payment to balances with the highest rates first. We will then credit lower rate balances in descending order of the value of those rates. This may affect the amount of any payment to be made to Plan Balance(s).

**PAYMENT OFFER — FULL PAY<sup>SM</sup>**

This Section explains our Full Pay plan, which applies if it is offered to you and you accept it.

The Full Pay feature lets you select one or more types of Purchases to be separated out on your monthly statement. You can pay these in full every month. The total of the types of purchases you pick is called your Full Pay Balance.

The amount of the Full Pay Balance is totaled at the end of each billing cycle. It is separate from your required Minimum Payment.

The Full Pay Balance amount will be included in your "Blueprint Payment". This will also be shown on your monthly statement. The Blueprint Payment also includes your required Minimum Payment amount. The actual required Minimum Payment on your Account will continue to be shown on your monthly statement. Making your full Blueprint Payment will satisfy your required Minimum Payment.

If you do not pay enough to satisfy your Blueprint Payment by its due date, interest on the unpaid Full Pay Balance will be charged. This interest will start on the 1st day of the billing cycle in which you did not make your payment. As long as you make your regular required Minimum Payment by its due date, not making your Blueprint Payment will not put your Account in default.

Interest Charges are not calculated on your Full Pay Balance as long as you are active in the Blueprint plan and pay your Blueprint Payment in full by your payment due date.

If you do not pay your full Blueprint Payment by your payment due date for 3 months in a row, we may remove the Plan from your Account. Also, if you ask us to, we will remove the Plan from your Account. If your Account is in default for any of the reasons stated in this Agreement, we may remove the Plan from your Account.

If a Plan is removed from your Account, the unpaid Full Pay Balance will be treated the same as Purchases. We will apply the Purchase APR interest rate on the unpaid Full Pay Balance beginning the 1st day of the cycle in which the Plan was removed.

Generally, we will credit payments over the required Minimum Payment for your Account to balances with the highest rates first. We will then credit lower rate balances in descending order of the value of those rates. This may affect the amount of any payment to be applied to Full Pay Balance(s).

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**IMPORTANT NOTICE OF CHANGE IN TERMS  
EFFECTIVE WITH YOUR OCTOBER 2008 STATEMENT**

This Change in Terms notice contains the details of upcoming changes to your Cardmember Agreement. Please see below for the Summary of Changes and your right not to accept the change to your APRs. Any promotional APRs are not affected by the APR changes in this Notice, provided you continue to meet the terms of the promotional offer. For example, late payment(s) may cause the loss of your promotional APR.

**Summary of Changes:**

- Your Overdraft Advance APR will be charged to a variable rate, currently 20.99%. This change only applies to overdraft advances on your Chase checking account, if applicable.
- Your Default APR will be charged to a variable rate with a maximum APR of 28.99%.

**Right to Opt Out: You can opt out (not accept) the changes in your APRs.**

**If you decide not to accept the changes to your APRs:**

- We must receive a letter by September 21, 2008 telling us that you do not want to accept the changes. Include your name, address and account number and mail it to: Cardmember Service, P.O. Box 5089, Wilmington, DE 19880-5098.

**What it means if you choose not to accept the APR changes:**

- The APR changes will not apply.
- Your account will be closed and your card will no longer be available for use.
  - If you have overdraft protection linked to your Chase checking account, you will no longer have coverage once your credit card account is closed.
  - Any miles or rewards points you have earned may be forfeited.

However, please note:

- Regardless of whether or not you accept the APR change, we may send you other notices in the future to amend your account terms. Please read the enclosed information, and keep this notice for your records.

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**AMENDMENTS TO YOUR AGREEMENT**

This change will be effective the first day of your billing cycle that includes October 1, 2008. It will apply to current and future balances on your account. If you were previously notified of any of the changes described in this notice and they are already in effect on your account, these terms will continue to apply. Any other items on your account not described in this notice also continue to apply.

The following change will apply unless you choose not to accept it:  
**ANNUAL PERCENTAGE RATE/APR**: The APR(s) below amend your Rates and Fees Table/Table of Interest Charges.

**Overdraft Advance APR**

Current APR: 20.59%  
Variable Rate: The Prime Rate\* plus 15.99%

**Default APR**  
The Prime Rate\* plus up to 26.49%, with a maximum of 29.99%  
(0.0215% daily periodic rate). This rate is currently the maximum rate.

\*Estimated variable APRs above are based on the 4.00% Prime Rate on June 15, 2008. The "Prime Rate" is the highest U.S. Prime Rate published in the Money Rates section of the Wall Street Journal as described in your agreement. These changes to your APRs do not affect any higher APRs currently in effect on your account.

If you have any questions about these amendments, please contact us at the number provided on your billing statement.

User Name: inveso\_Inv (Card  
Spouse)  
Previous User (adult)  
Current User: 7/3/08 - 11:26 AM  
Last Saved: 7/3/08 - 11:26 AM  
Document Size: 3.7 X 3.05  
FONTS: 8 Helvetica 10pt Helvetica  
2:16h 16w 16t Zurich Black 11 Zurich  
CfB1 Zurich Cntr Bf  
Font: 10pt  
Style: 10pt  
Color: Black, P01 Text Heels

This notice informs you of changes to your agreement. Please keep it with your original agreement.

Class B Bank USA, N.A.

August 2008







(H) **DEFAULT RATES.** The Default Rates section of your Agreement is amended to add the following reason to impose the default APR on your account.

- You are in default under any other agreement for any other account or ban with us or any of our related companies, such as you fail to make a payment when due.

All other fees continue to apply.

**Balance Transfer/Balance Transfer Check Fee –**

**Finance Charge** 5% of transaction (minimum fee of \$10.00), or such lesser fee we may disclose.

**Cash Advance / Cash Advance Check Fee –**

**Finance Charge** 5% of transaction (minimum fee of \$10.00), or such lesser fee we may disclose.

**Minimum Periodic Finance Charge** \$1.50  
(If any periodic finance charge is payable for a billing cycle)

The following changes will apply unless you choose not to accept them, and are effective the first day of your billing cycle that includes August 1, 2009.

**(G) BALANCE TRANSFER CHECKS ASSESSED CASH ADVANCE RATES AND FEES.** The portion of the Using Your Account

section of your Agreement that describes checks that access your account is amended. We are adding a new sentence at the end, and this sentence is the only change you may choose to accept or not within this section. The revised section will read as follows:

- **Checks:** We may in our sole discretion provide you with cash advance checks or balance transfer checks as a way to use your account. We also refer to them in this agreement as a check or checks. You may use a check to pay for goods or services, to transfer balances to your account, or for other uses we allow. But you may not use these checks to transfer balances to this account from other accounts or loans with us or any of our related companies. Only the person whose name is printed on the check may sign the check. Cash advance checks are treated as cash advances and balance transfer checks are treated as balance transfers except as noted in this agreement or any offer we make to you. Any balance transfer checks made payable to cash to you, or to certain persons or businesses as we will disclose to you, may, in our sole discretion, be assessed cash advance interest rates and fees.

**IMPORTANT NOTICE REGARDING CHANGES  
TO YOUR ACCOUNT**

We are sending you this notice to let you know that we will be making some changes to your credit card account. These changes will be effective as described below.

Here's a summary of the changes that will apply automatically, effective with receipt of this notice.

(A) We reserve the right to decline any standard APR balance transfer transactions (including balance transfer checks) on your account.

(B) We may place limits on or stop your ability to make cash advances and balance transfers on this account.

(C) We are clarifying the different ways in which we may contact you and the reasons why.

(D) We are also clarifying our rights to suspend your credit privileges or stop features on your account, at our discretion.

Here's a summary of the changes that will apply automatically, effective with your August 2009 statement.

(E) We are changing the balance transfer and cash advance transaction fees to 5% of each balance transfer or cash advance transaction (minimum \$10) unless we specify a lower fee that is made available to you.

(F) We are changing the minimum finance charge to \$1.50 if any periodic finance charge is payable for a billing cycle.

Here's a summary of the changes that you have a choice whether or not to accept. If accepted, they are effective with your August 2009 statement.

(G) Any balance transfer check made payable to cash, to you, or to individuals or businesses that we will notify you about, may be assessed cash advance interest rates and fees.

(H) Your Default APR on this account may be applied for any default such as late payments on other accounts or loans with us or one of our related companies.

If you accept these changes, there is no need to contact us. The changes will take effect with your August 2009 Statement.

If you do not want to accept the changes, please call or write us a letter advising us that you do not want to accept the changes. We'll need to receive this call or letter no later than July 22, 2009. Please be sure to include your name, address and account number and send the letter to: Cardmember Service, P.O. Box 19850-5098, Wilmington, DE 19850-5098

Please note that, if you choose not to accept the changes:

- You'll still be responsible for any outstanding balances on your account.
- Your card will no longer be available for use for new activity, including purchases, as the account will be closed.
- Any rewards points or miles you have earned may be forfeited unless you call us to redeem before your account is closed.

If you have any questions regarding these changes, please contact us by calling the number on the back of your card.

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**6. TRANSACTIONS IN FOREIGN CURRENCIES:** The following replaces the section entitled "Transactions in Foreign Currencies".  
Your monthly statement will also show payment instructions and electronically about how we may process payment checks

**Transactions in Foreign Currencies:** If you make a transaction in a foreign currency, Visa USA Inc. or MasterCard International, Inc. will convert the transaction into U.S. dollars by using its respective currency conversion procedure in effect on the date it processes the transaction. Currently, each of them uses either a wholesale market rate or a government-mandated rate and adds one percent to that rate. We then add two percent to the figure provided to us. If either Visa USA or MasterCard International ceases adding one percent to the wholesale or government-mandated conversion rate, we will add three percent to the figure provided to us by that entity. The rate in effect on the processing date may differ from the rate on the date you used your card or Account. The same process will be used if a transaction must be converted back into a foreign currency such as for a reversal.

**7. CLOSING YOUR ACCOUNT:** The following replaces the section entitled "Closing Your Account".  
You may close your Account at any time. If you call us to close your Account, we may require that you confirm your request in writing.

We may close your Account at any time or suspend your credit privileges at any time for any reason without prior notice except as required by applicable law. If we close your Account, we will not be liable to you for any consequences resulting from closing your account or suspending your credit privileges.

If you or we close your Account, you and any authorized users must immediately stop using your Account and destroy all cards, Convenience Checks or other means to access your Account or return them to us upon request. You will continue to be responsible for charges to your Account, even if they are made or processed after your Account is closed and you will be required to pay the outstanding balance on your Account according to the terms of this Agreement. In addition, to the extent allowed by law, we may require you to pay the outstanding balance immediately and charge the default rate if we do not receive payment within the time we specify.

**8. CREDIT LINE/AUTHORIZED USAGE:** The following replaces the section entitled "Credit Line/Authorized Usage".  
Credit Line/Authorized Usage: Your credit line is shown on the folder containing your Card. Since we may charge your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make any transaction on your Account that would cause the unpaid balance of your Account to exceed your credit line. We may honor charges in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make transactions with your Card or Account if we consider it necessary to verify payments received on your Account.

If you have questions about these changes, you can call us at the number on the back of your card.

This notice informs you of changes to your Cardmember Agreement.  
Please keep it with your original Cardmember Agreement.

**IMPORTANT NOTICE FOR FIRST USA  
CREDIT CARD CUSTOMERS ABOUT CHANGES TO  
YOUR FIRST USA CARDMEMBER AGREEMENT—  
PLEASE READ AND RETAIN FOR YOUR RECORDS**

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Portfolio  
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Creative Pkg: Nov 04 BankOne  
Mail Date:?

Last Edit Time: 10/28/04 3:10:57 PM  
Current Time: 10/28/04 3:11:18 PM  
User Name: TempUser3

Dear Cardmember:

As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your credit card account. Periodically, we may change various terms and conditions associated with your account. We share this information with you in the form of a Change in Terms disclosure. The Change in Terms disclosure below advises of upcoming changes that will be effective the first day of your billing cycle that includes January 1, 2005. We hope that you take the time to review this information carefully. Please keep this notice with your Cardmember Agreement for future reference.

**SUMMARY OF CHANGES:**

The changes to your Cardmember Agreement will take effect on the first day of your billing cycle that includes January 1, 2005. We have summarized below some of these changes. For complete details about all changes, please read the entire Amendment. The terms described in this Notice that are already in effect on your account will continue to apply.

**Using Your Account:**

Convenience Checks also may be called "Balance Transfer Checks". We also may give you "Cash Advance Checks" as another type of Cash Advance. Cash Advance Checks will have the same rates and fees as other Cash Advances.

**RATE AND FEE CHANGES**

**Annual Percentage Rate(s):**  
Default Rate: Up to the Prime Rate plus 23.99% on all balances (28.4% as of 10/26/04)

If you fail to comply with certain terms of your account described under the Default Rate section in the amendments to your Cardmember Agreement included with this notice, the default rate will take effect as of the first day of the billing cycle in which that default occurs.

**Cash Advance FINANCIAL CHARGE**

3% of transaction (with a minimum of \$10.00)

**Balance Transfer and Convenience Check (Balance Transfer Check) Transaction FINANCIAL CHARGE**  
3% of transaction (with a minimum of \$5.00 and a maximum of \$15.00)

**Late Fees:**

\$15.00 if the New Balance is up to but not including \$250.00  
\$39.00 if the New Balance is \$250.00 and over  
However, if the default rate is in effect on a monthly statement, we may charge a late fee of \$39.00 regardless of the amount of your Balance. "Balance" means the Previous Balance on the statement that shows this late fee.

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**Other Interest Charges:**

The Return Convenience Check Fee now will be called the Return Convenience Check (Balance Transfer Check) and Cash Advance Fee, because Convenience Checks also are called Balance Transfer Checks and we also may issue Cash Advance Checks.

**Grace Period for repayment of balances**

If not so already, at least 20 days, but none for Balance Transfers or Convenience Checks (Balance Transfer Checks) that post on or after the first day of your billing cycle that includes January 1, 2005.

**Closing Your Account**

The amount that we may add to transactions in foreign currencies will be changed to 3% in the circumstances described under the section Transactions in Foreign Currencies in the amendments to your Cardmember Agreement included with this notice.

**Closing Your Account section also is changing.**

**OTHER CHARGES**

The Periodic Finance Charge Calculation, Credit Line/Authorized Usage, Periodic Statements, Refusal to Pay Convenience Checks, Default/Collection, Irregular Payments and Delay in Enforcement, and Return Convenience Check Fee sections also are changing.

**EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS FOR THE ABOVE CHANGES:**

The changes summarized above will be effective the first day of your billing cycle that includes January 1, 2005. The new terms will apply to current and future balances on your Account. You have the right to reject the new terms stated in this notice, except for the OTHER CHANGES listed above. If you wish to reject these terms and close your account, you must notify us in writing by December 27, 2004, and account number on the correspondence and mail to: Cardmember Service, P.O. Box 15088, Wilmington, DE 19850-0598. If you give us notice that you wish to reject these terms, you may not make any new charges to your Account. You will, however, be entitled to pay off any existing outstanding balance on your Account under your current terms. Even if you send us the notice, if you use your card or Account or after January 1, 2005, you will be deemed to have accepted the new terms and those terms will be applied to you as if you had not sent us any notice. (If you send us the notice, please make alternate arrangements to pay any charges you have previously authorized to be made to this Account, such as recurring charges.)

**3. DEFAULT RATE:** The following replaces any provisions in your Cardmember Agreement or any subsequent amendments regarding "FINANCIAL CHARGES for Late Payment", "Default Rate", or "Closed Account Rate".

**Default Rate:** Your APRs also may vary if you are in default under this Agreement or any other agreement you have with us or any of our related companies for any of the following reasons:

- We do not receive, for any payment that is owed on this Account or any other account or loan with us, at least the minimum payment due by the date and time due.
- You exceed your credit line on this Account.
- You fail to make a payment to another creditor when due.
- You make a payment to us that is not honored by your bank.

Financial institutions accepting the Card or to obtain traveler's checks, foreign currency, money orders, wire transfers or similar cash-like charges, or to obtain lottery tickets, cashing lottery tickets, race track wages or for similar betting transactions, or use Cash Advance Checks that we issue collectively called "Cash Advances". You may also use a third party service to make a payment on your behalf and bill the payment to this Account. You agree to obtain credits to your Account instead of cash refunds when the original purchase was charged to your Account. We may issue Convenience Checks (which also may be called "Balance Transfer Checks") to you that may be used to access your credit line. Any Balance Transfer Checks are subject to the terms for Convenience Checks in this Agreement. All checks that access your Account will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on them. Each must be completed and signed by you or either of you in the same manner as a regular personal check. You may not use Convenience Checks, Cash Advance Checks, nor may you transfer a balance to pay any amount you owe to us, or any of our related banks, under your Cardmember Agreement or under any other credit agreement or account you may have with us.

**2. TABLE OF INTEREST CHARGES:**

**A. FINANCIAL CHARGES AND FEES:**

If not so already, the following Finance Charges and Fees will replace those currently listed in the Table of Interest Charges:

**Cash Advance FINANCIAL CHARGE**

3% of transaction (with a minimum of \$10.00 and no maximum)

**Balance Transfer and Convenience Check (Balance Transfer Check) Transaction FINANCIAL CHARGE**

3% of transaction (with a minimum of \$5.00 and a maximum of \$75.00)

**\$15.00 if the New Balance is up to but not including \$250.00**

\$39.00 if the New Balance is \$250.00 and over

However, if the default rate is in effect on a monthly statement, we may charge a late fee of \$39.00 regardless of the amount of your Balance. "Balance" means the Previous Balance on the statement that shows this late fee.

**Other Interest Charges:**

The Return Convenience Check Fee now will be called the Return Convenience Check (Balance Transfer Check) and Cash Advance Fee, because Convenience Checks also are called Balance Transfer Checks and we also may issue Cash Advance Checks.

**5. GRACE PERIOD:** The following replaces the section entitled

**Grace Period:** Periodic FINANCIAL CHARGES are added to your balance from the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that they are charged on Convenience Checks and Cash Advance Checks from the day the check is accepted by the bank). They continue to be added until the day we receive payment in full. However, we do not charge Periodic FINANCIAL CHARGES on new Purchases if you pay your full New Balance by the Payment Due Date and your Previous Balance was zero or a credit balance. There is no grace period for Cash Advances, Convenience Checks, and Balance transfers.

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## IMPORTANT NOTICE OF CHANGE IN TERMS

This Change in Terms notice contains the details of upcoming changes to your Cardmember Agreement ("agreement"). These changes will be effective the first day of your billing cycle that includes **January 1, 2007**. They will apply to current and future balances on your account.

**Please read this notice carefully. If you have questions about it, please contact us at the number on the back of your card.**

### Summary of Changes:

- In calculating finance charges, the date when transactions are added to your daily balances and begin to accrue periodic finance charges will be as early as the transaction date

The change described in this notice will apply to your account automatically. If you were previously notified of the change described in this notice and it is already in effect on your account, it will continue to apply. Any other terms on your account not described in this notice also continue to apply.

**Again, please read the enclosed information, and keep this notice for your records.**

### AMENDMENTS TO YOUR AGREEMENT

Please note that some terms in your agreement or any amendment may appear with initial capital letters or all lower case letters. Such terms have the same meaning. For example, "Account" means the same as "account". **If you have any questions about these amendments, please call us at the number on the back of your card.**

**The following changes will apply automatically:**

**FINANCE CHARGE CALCULATION.** The "Periodic Finance Charge Calculation" or "Finance Charge Calculation" section of your Agreement is amended to replace, in the portion that explains how we calculate the daily balance for each transaction category or feature, the sentence(s) that describes when new transactions are added to the daily balances and begin to accrue finance charges. The revised terms are as follows:

We add a new purchase, cash advance, balance transfer or overdraft advance, if applicable, to the daily balance as of the transaction date, or a later date of our choice. We add a new cash advance check or balance transfer check to the daily balance as of the date the cash advance check or balance transfer check is deposited by a payee, or a later date of our choice.

**GRACE PERIOD.** The "Grace Period" or "Grace Period and Accrual of Finance Charges" section of your Agreement is amended to replace the sentence that describes when periodic finance charges begin to accrue on transactions, fees and other finance charges. The revised sentence is as follows:

We accrue periodic finance charges on a transaction, fee, or finance charge from the date it is added to your daily balance until payment in full is received on your account.

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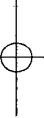
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Segment: Portfolio  
Campaign: 1106\_Portfolio  
Cell #: N/A  
WR #: 86137  
Partner: November Reprice\_STI  
Creative Pkg: Fee Standardization  
Mail Date: N/A

User Name: mkt09x  
Previous User: mkt08w  
Current Time: 10/2/06 - 12:27 PM  
Last Saved: 10/2/06 - 12:26 PM  
Document Size: 3.5" x 6.875"  
FONTS: B Helvetica Bold, Helvetica,  
Zurich BdCn BT, Zurich Cn BT  
COLORS: Black, FPO Tech Notes  
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If any of these events occurs, we may increase the APRs (including any promotional APR) on all balances (excluding overdraft advances) up to a maximum of the default rate stated in the Rates and Fees Table. We may consider the following factors to determine your default rate: the length of time your account has been open, the existence, seriousness and timing of the defaults on your account; other indications of your account usage and performance; information about your other relationships with us or any of our related companies; and information we obtain from consumer credit reports obtained from credit bureaus. The default rate will take effect as of the first day of the billing cycle in which the default occurs, and will apply to purchase balances from the previous billing cycle for which periodic finance charges have not been already billed. If we decide not to increase your APR even though there is a default or if we do not increase your APR up to the maximum default rate stated in the Rates and Fees Table, we reserve our right to increase your APR in the event of any future default. We may in our discretion determine to charge reduced default rates or reinstate standard rates for all or selected balances on your account.

### 3. NOTICES/CHANGE OF PERSONAL INFORMATION:

The following replaces the section titled "Notices/Change of Personal Information" or "Notices".

#### NOTICES/CHANGE OF PERSONAL INFORMATION:

We will send cards, billing statements and other notices to you at the address shown in our files. Or, if this is a joint account, we can send billing statements and notices to any joint account holder. Notice to one of you will be considered notice to all of you and all of you will remain obligated on the account. If you change your name, address, or home, cellular or business telephone number or email address (if you elect to receive billing statements or other notices online), you must notify us immediately in writing at the address shown on your billing statement. We may, at our option, accept mailing address corrections from the United States Postal Service. We may contact you about your account, including for customer service or collection, at any address or telephone number as well as any cellular telephone number you provide us.

## Important Notice For Credit Card Customers About Changes To Your Cardmember Agreement ("agreement")— Please Read And Retain For Your Records

Dear Cardmember:

As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your credit card account.

Periodically, we may change various terms and conditions associated with your account. We share this information with you in the form of a Change in Terms disclosure. The Change in Terms disclosure below advises of upcoming changes that will be effective the first day of your billing cycle that includes March 1, 2006. We hope that you take the time to review this information carefully. Please keep this notice with your agreement for future reference.

Thank you for the opportunity to serve your credit needs. We look forward to serving those needs in the future.

#### SUMMARY OF CHANGES:

We have summarized below some of the changes to your agreement. For complete details about all changes, please read the entire Amendment. If you were previously notified of any of the terms described in this Notice and they are already in effect on your account, those terms will continue to apply. Any other terms on your account not described in this Notice also continue to apply. Note that some terms in your agreement or any amendment may appear with initial capital letters or all lower case letters. Such terms have the same meaning. For example, "Account" means the same as "account".

#### RATE AND FEE CHANGES

The following Annual Percentage Rate(s) will be changed as described in the Amendments portion of this Notice:

##### • Default Rate

The following Fee(s) will be changed as described in the Amendments portion of this Notice:

- Cash Advance/Cash Advance Check Fee – Finance Charge  
(in maximum fee)
- Balance Transfer/Balance Transfer Check Fee – Finance Charge  
(in maximum fee)
- Minimum Periodic Finance Charge
- Late Fee
- Overlimit Fee
- Return Payment Fee
- Return Check Fee

If you have questions about these changes, you can call us at the number on the back of your card.  
*This notice informs you of changes to your agreement. Please keep it with your original agreement.*

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ADV2632

1/06

Segment: Portfolio

Campaign: 0106\_Portfolio

WR #: 77777

Cell #: n/a

Partner: STI-1 Chase Non-Creative Pkg:

0106\_hB1\_hChase\_PortfolioRepric

Mail Date: n/a

Released Version:  
ADV2632\_A1

Current Time:  
December 1, 2005 3:26 PM

User Name:  
mktedm

Document Size:  
Width: 7"  
Height: 6.875"

Fonts:  
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BT, Helvetica, Bl Helvetica BoldOblique,  
Helvetica Condensed, B Helvetica Bold, I  
Helvetica Oblique

Colors:  
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Black, JobTag Black

Images:

ADV2632.qxp

Update 1.04

**and Fees Table".****Rates (APR means Annual Percentage Rate)****Default APR**

The Prime Rate\* plus up to 23.99%, currently 30.99% (0.08490% daily periodic rate).

\*Estimated variable APRs above are based on the 7.00% Prime Rate on November 22, 2005.

These changes to your APRs do not affect any higher default APRs currently applicable to your account.

**OTHER CHANGES**

The "Notice/Change Of Personal Information" section in this Notice clarifies the ways we communicate with you about your account.

**EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS FOR THE CHANGER(S) IDENTIFIED BELOW:**

The changes summarized above will be effective the first day of your billing cycle that includes March 1, 2006. The new terms will apply to current and future balances on your account. You have the right to reject only the new terms regarding the **Default Rate APR (Annual Percentage Rate)** and the **Default Rate section** stated in this Notice, and not any of the fee changes or **Other Changes** in this Notice. If you wish to reject these terms, you must notify us in writing by February 20, 2006, that you wish to reject them. The change in the Default Rate APR and Default Rate section are the only changes in this Notice that do not apply if your account is already closed. Please include your name, address and account number on the correspondence and mail it to: Cardmember Service, P.O. Box 15036, Wilmington, DE 19850-5036. If you give us notice that you wish to reject these terms, you may not make any more charges to your account. You will, however, be entitled to pay off any outstanding balances on your account in accordance with your applicable account terms. Even if you send us the notice, if you use your Card or account on or after March 1, 2006, you will be deemed to have accepted the new terms and those terms will be applied to you as if you had not sent us any notice. (If you send us the notice, please make alternate arrangements to pay any charges you have previously authorized to be made to this account, such as recurring charges.)

**AMENDMENTS TO THE AGREEMENT:**

In order to implement the above-described change in terms, the following changes, as applicable, will be made to your agreement:

**1. TABLE OF INTEREST CHARGES/RATES AND FEES TABLE:**

The section of the agreement titled "Table of Interest Charges" now will be titled "Rates and Fees Table". Also, the provisions in your agreement or any subsequent amendments that describe APRs in sections titled "FINANCE CHARGES for Late Payment", "Default Rate", or "Closed Account Rate" will now appear as part of the "Rates and Fees Table", and are replaced with the Default APR below.

**A. ANNUAL PERCENTAGE RATES:** The following replaces the description of the APRs in the "Table of Interest Charges" or "Rates

**Segment: Portfolio****Campaign: 0106\_Portfolio****WR #: 77777**

Cell #: n/a

**Partner: STI-1 Chase Non-**

Creative Pkg:

**0106\_hB1\_hChase\_PortfolioRepric**

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BT, Helvetica, Bi Helvetica BoldOblique,  
Helvetica Condensed, Bi Helvetica Bold, 1  
Helvetica Oblique

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are missing.

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**Images:**

**2. FINANCE CHARGES:**  
The "Default Rate" section below replaces any provisions in your agreement or any subsequent amendments regarding "FINANCE CHARGES for Late Payment", "Default Rate", or "Closed Account Rate":

**Default Rates:** Your APRs also may vary if you are in default under this agreement for any of the following reasons:  
• We do not receive, for any payment that is owed on this account or any other account or loan with us, at least the minimum payment due by the date and time due.  
• You fail to make a payment on any loan to any of our related companies when due.  
• You exceed your credit line on this account.  
• You make a payment to us that is not honored by your bank.  
• To the extent allowed by law, if, at any time after your account is closed, we demand immediate payment of your outstanding balance and we do not receive payment within the time we specify.

ADV2632

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ADV006  
Portfolio  
0304\_Portfolio  
Cell #: ?  
Reprice  
Creative Pkg:BI Hi Risk No P  
Mail Date: ?  
Last Edit Time: 2/18/04 - 4:45:11 PM  
Current Time: 2/18/04 - 4:45:14 PM  
User name: system6\*  
Page width: 14.4000 in  
Page height: 10.000 in  
Font: A, Garamond-Regular  
A, Garamond-Italic  
TimeNews-Roman?S  
Ba-Cafe  
Hevetica  
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ADV006 03/04

3373

5

660

100

Sample A, Sample  
2234 Main Street  
Any Town, USA 00000

IMPORTANT ACCOUNT INFORMATION ENCLOSED

PRST  
First-Class Mail  
U.S. Postage  
PAID  
Card Counter

Box 15298  
B. O. B. A. N. A. 

S&S000028









## ADV508

## Portfolio

## 0404\_Portfolio

Cell #: ?

Reprice

Creative Pkg.?

Mail Date: ?

Last Edit Time: 3/23/04 5:23:23 PM

Current Time: 3/23/04: 5:23:27 PM

User name: system\*

Page width: 14.000 in

Page height: 7.000 in

Fmts:Agaramond Bold

Agaramond-Regular

Times-Roman

Times-New-Roman

BacCode

Aaramond-Italic

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FIRSTUSA

ADV508 04/04

6

This notice informs you of changes to your First USA Cardholder Agreement. Please keep a copy for your records. First USA Cardholder Agreement.

On March 2, 2016, the prime rate was 4.00%. Using this prime rate, as an example, your Daily Periodic Rate for Purchase Balances would equal 0.0683% and the Annual Percentage Rate would equal 3.59%. And your Daily Periodic Rate for Cash Advance Balances would equal 0.0683% and the Annual Percentage Rate would equal 3.59%.

The change to your Purchase and Cash Advance ANNUAL PERCENTAGE RATES is effective as of the date determined above and ANNUAL PERCENTAGE RATES subsequent to your Account. Individually listing these percentages, or due to account rates as described in this Agreement, except if any of these rates are variable, they will be disclosed as disclosed above.

On the next business day after that, if you have not paid off your Purchase and Cash Advance Balances and monthly, then sum by 1/365 to give us your new respective Daily Periodic Rates and multiply that sum by one prime rate 4.00% on *The Wall Street Journal* on the Determination Date, we will find the higher of *The Wall Street Journal* rates published on that date, we will seek a comparable index, and will use the following formula to calculate rates we will seek a new Daily Periodic Rates. Then, we will take an average of Purchase Balances and Cash Advance Balances as of the first day of your billing cycle and in the month in which do the calculation. If the Daily Periodic Rate increases, you will have to pay a higher Periodic FINANCE CHARGE and may have to pay a higher minimum payment. The Annual Percentage Rate for each balance will be 12% Daily Periodic Rate times 365. It will never be less than 21.99% for Purchase Balances and 13.99% for Cash Advance Balances. The corresponding Daily Periodic Rates will not be less than 0.0683% for Purchase Balances and 0.0683% for Cash Advance Balances.

**AMENDMENT TO THE CARDHOLDER AGREEMENT:**  
In order to implement the above-described changes in terms of the following changes to a specific, will be made to your Cardholder Agreement:

- 1. TABLE OF INTEREST CHARGES:**
- 2. ANNUAL PERCENTAGE RATE:** The following specifies the description of the ANNUAL PERCENTAGE RATE calculation in the "Table of Interest Charges".

The Daily Periodic Rate is used to determine your Periodic FINANCE CHARGE. The Daily Periodic Rate is variable rate. The Daily Periodic Rate we use to determine your Periodic FINANCE CHARGE for Cash Advance Balances is a quoted rate. They are called Standard Rates. They vary according to agreement in the prime rate and as such can increase or decrease from month to month. The rates will be calculated each month on the first business day of the month. On that day, we will see what the U.S. prime rate published in *The Wall Street Journal* was on the immediately preceding Determination Date. The "Determination Date" is the 2nd day of the month.



